

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Put yourself in the position of the *Contractor's* senior management who need a high level overview of what is involved – the scope of work - so that they can decide when tendering whether they have the resources and capability to undertake the work. Include a description of the different services and disciplines of work involved within the *service* and the location where most of the work will be carried out.

The scope of work is categorised as A & B. Category A includes Access Control, Patrols and Static Guarding. Category B includes Armed Response.

CATEGORY A – SECURITY SERVICES

ACCESS CONTROL

Control and management of movement of employees, visitors and Service Providers by ensuring that only authorized persons are allowed on site and that only authorised equipment and material enters or is removed from site.

Access control will include amongst others the following activities:

- Recording of visitors details manually
- Application of the visitor confirmation process
- Declaration, recording and movement control of equipment and material
- Safety inductions of visitors and Service Providers
- Searching of vehicles and persons for presence of prohibited items such as weapons, explosives or items or any devices that can be used in the commission of a criminal act.

STATIC GUARDING

The provision of unarmed security guards, to perform guarding duties at Tweedie Camp Site.

Static guarding will include among others the following activities:

- Monitoring entrance and perimeter of camp site and prevent access of unauthorised persons, material and equipment
- Attend to and intercept suspicious activities
- Prevent illegal activities
- Prevent occurrences that may endanger Eskom employees, Contractors and visitors
- Prevent criminal activities
- Prevent incidents that may interrupt Eskom's normal business
- Supervision of static guards will be required by no fewer than 2 visits per shift per site by one supervisor at all times (see point 6 for more details)
- The submission of a monthly report to Eskom security division

Static guarding sites must be equipped with a panic button system linked to a 24/7 operational control room. An independent armed response company (with a functional control room) must be used to provide the armed response service to a static guarded site.

The Security Service providers' duties are not limited to the above, but shall include any other legal security activities that Eskom may introduce in order to enhance security service level in line with the security services outlined here above and such activities shall be communicated to the Service provider in writing.

1.2 *Employer's requirements for the service*

Either

Describe in detail what the *Employer* requires the *Contractor* to do and how he is to do it if the *Contractor* is mainly providing labour and tools to carry out the *Employer's* requirements

Or

Provide the *Employer's* operating philosophy / user requirement specification (URS) / performance specification giving deliverables and constraints for the *service* from which the *Contractor* is to plan in detail how he is to achieve the required deliverables.

Reference could be made to an Annexure for a detailed classification of services or to the Price List in the case of Option A or C and if the Price List descriptions are complete.

CATEGORY B – SECURITY SERVICES

The Security supplier is expected to do an environment scanning within which security services are to be rendered in order to identify potential threats and risks and develop appropriate mitigation strategies to address the threats and risks. The implementation of such strategies shall be done in consultation with Eskom.

SECURITY PATROL

- Patrolling of perimeter (internal and external) of the Tweedie Site Camp Site hourly to check for any security breaches.

ARMED RESPONSE SERVICES

- All Reaction Officers (RO) will be PSIRA registered and have successfully passed the required PSIRA grading courses. All ROs will have an up-to-date PSIRA registration card on their person at all times or a certified copy of the PSIRA certificate. Up to date criminal background checks results shall be provided to Eskom security for all ROs responding to Eskom facilities within 30 days of commencing the contract. Eskom shall require random vetting to be done on Reaction Officers.
- The SP shall ensure that all ROs (without exception), wear the appropriate contracted, clean uniforms while on duty. The SP must ensure that all Reaction Officers are issued with the Eskom standard Level 3 bullet-proof vests and safety shoes. The SP must ensure that the bullet-proof vest and safety shoes are worn at all times and to all response call-outs.
- RO's will not be allowed to wear any civilian clothing with or under their uniforms while physically on duty.
- The SP must ensure that all RO's are issued with suitable clothing to equip them against adverse weather conditions.
- All ROs shall have nametags on their uniforms that will identify who they are. These nametags shall be worn visibly at all times while on duty. The type of name tags will be approved by Eskom prior to commencing the contract.
- Each RO must be physically and mentally capable of performing all assigned duties. THE SP must ensure that each employee is able to provide the required services through training and/or physical/medical examinations.
- Eskom security reserves the right to review all minimum requirements and instruct the removal of any personnel unable to perform their duties satisfactorily.
- All ROs are required to read, write and speak English.

- ROs must be professional, friendly and helpful in the performance of their duties at all times.
- A call-out receipt must be issued to the Eskom facility for all responses.
- ROs shall be issued with at least the following standard equipment: baton, Firearms, Bullet-proof vests (L3), radios, handcuffs, whistle, torches and notebook for recording incidents.
- The SERVICE PROVIDER shall issue all ROs with their company ID card and this ID card shall be carried on the RO's person at all times, when physically on duty at a Eskom site. Reaction officers off duty shall not be on site once off duty.
- All ROs shall be properly trained as per PSIRA guidelines and Eskom satisfaction before being allowed to respond to any Eskom facility.
- Hours of duty: All Reaction Officers must report to work on time for the shift as designated. No Reaction Officer shall be allowed to work more than 12 continuous hours without time off for sufficient rest to ensure that he/she stays alert and is able to perform the required security duties to Eskom's satisfaction.
- Reaction Officers shall not leave their area without being properly relieved. It is the SP's responsibility to provide continuous uninterrupted security service to Eskom.
- The SP shall have sufficient vehicles at their disposal to render the required service to Eskom. All the vehicles must be licensed, these licenses must be up to date and the vehicles must be in a roadworthy condition. The vehicles must be clearly marked with the SP's company logo's'. No unmarked vehicles will be used for responses.
- The SP must have a fully equipped and operational control room in the area/ region where services are to be rendered. Any changes in the operations / functional capacity of the control room must be reported to the security manager in writing within 14 days. These control rooms will be visited by the Eskom security manager or delegated person in order to determine their functionality and effectiveness.
- All communication between the control room, armed response unit, Eskom Representative and Law Enforcement Agencies must be properly recorded in a log, stating i.a. the time of communication, what was communicated, and action taken based on the nature of the communication.
- The SP must provide an organogram and details of their current infrastructure as well as the proposed infrastructure should they upgrade and increase their infrastructure. The following details must be included in the monthly report:
 - o Personnel strength tables
 - o Management ratios
 - o Supervision ratios
 - o Office locations; Head Office, Regional and operational offices
 - o Where control rooms are situated.
 - o Number of vehicles, per type and registration numbers.
 - o Communication capabilities include no 2 way radios and reception range.
 - o No of company owned firearms – type, number, storage facilities and condition
 - o Employee requirements, education qualification, recruitment, selection and training.
- The SP must on an annual (quarterly or 1x 6 months) basis supply the SM with their training and annual refresher training schedule for reaction officers working on Eskom sites. The content of this training must take into account Eskom security job descriptions and the site specific requirements. The SM must have input into the training content. A retraining schedule must be provided to the SM detailing the type of retraining that will be conducted as well as the names and dates when the individual ROs will receive their retraining. The results of the training must also be made available to the SM on request.
- The SP must comply with all relevant legislation: Acts, Provincial Ordinances or by-laws and Private Security Industry Regulatory Authority requirements

- The SP must be able to pay ROs on time and sustain their operations and standard of service even if there is a problem /delay with the Eskom monthly payment.
- The SP must supply Eskom SM with a copy of the pension fund payment receipt every three months
- The service provider must be a legally constituted entity allowed to provide security services.
- All personnel employed by the service provider must have been trained at a PSIRA accredited training institution and proof must be available on request.
- The service provider must have a valid license for all firearms in use. All armed response officers must be in possession of a valid competency certificate and must be fully literate in terms of the Firearm Act.
- All RO's and control room operators salaries must be in accordance with the Wage Determination Act.
- A minimum of two response officers will be required to respond to alarm activations at all times.

DOCUMENTATION

The following documentation is to be supplied by the security service provider at least four (4) weeks before a Task order can be issued and commencement of the contract.

- List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- Certified ID copies and PSIRA certificates of all security officers.
- Certified copies of firearm competency certificates of the security officers.
- List of all firearms to be used and certified copies of the licenses.
- Certified copies of all Security officers' firearm competency certificates.
- Certified copies of SASSETA training certificates for all armed Security officers.
- Certified copies of the company and Directors PSIRA registrations certificates.
- Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- A list of all vehicles and maintenance records for vehicles to be used as per this contract and in a specific region/area.
- Driver risk profiles must be submitted for every driver as per this Security Service Provider.
- A compressive risk assessment and a site risk assessment report for all sites.
- Emergency Preparedness procedure with relevant contact details.
- Equipment list per site.
- Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:
 - Wearing of uniform standard
 - Communication procedure
 - Firearm handling procedure
 - Shift changes
 - Emergency Preparedness and Response process

SAFETY REQUIREMENTS

- All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts and in accordance with Eskom's safety standards.
- The Service provider is responsible to ensure that the security officers deployed at Ad-hoc sites have access to a shelter, water and sanitation.
- All Security officers should receive a safety induction before they can be deployed on Eskom sites.
- Safety recommendations following an incident shall be implemented by all Security Service providers to prevent further reoccurrences at any of the Eskom site, as per allocated timeframes.

- Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited.
- Security officers should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force. Security officers should at all-time use minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control. No deliberate assault on suspects will be condoned.

OPERATIONAL EQUIPMENT REQUIREMENTS

- A list of equipment shall be fully specified as per sites requirements in the bill of quantities (BOQ). Eskom will provide specifications for mobile guard houses and facilities.
- Service providers must supply this on an "as and when" required basis.
- The specification will be determined per the purchase order. All vehicles must be equipped with a local global positioning system or any other vehicle tracking device or system.

MANPOWER REQUIREMENTS

Eskom requires Three(3) grade C security officers during day shift (06:00 – 18:00) and Four (4) grade C security officers during night shift (18:00 – 06:00) daily including weekends and public holidays for the duration of the contract. There shall be a Grade B supervisor available for supervision during shift changes and any other support required by the onsite security officers. Armed response shall be on standby daily (24 hours) for the duration of the contract.

SALARIES AND PAYMENTS

Security Service Provider shall pay security guards/officers at least the minimum wage specified in the Sectorial Determination, of the Private Security Sector, South Africa. Register all security guards with the Department of Labour: UIF, COIDA and provident fund.

Eskom reserves the right to request proof of the above registrations on a monthly basis or as and when required. A PSIRA listing of all guards employed by the Security Service Provider and letter of good standing shall be provided on a monthly basis or as and when required.

UNIFORMS

1. The Security Service Provider must comply with legislative requirement (PSIRA Regulation 13). Uniform items must be kept in clean, neat and good condition at all times.
2. Uniform must be functional in terms of the environment where security staff are deployed.
3. Bullet proof vests shall be worn as part of uniform by all security officers. Only Eskom shall indicate exclusions to this rule for certain sites or posts as per the site risk assessments; if applicable.
4. For obvious hygiene and safety reasons, each Security officer must be issued with his/her own bullet proof vest.

MOBILE GUARD FACILITY (GUARD HUT/HOUSES)

Unless stipulated otherwise, the SP shall provide a modular prefabricated mobile facility (SABS certificate to be supplied upon request for any guard houses placed on Eskom sites) for the security officers on site. The guard house must not be less than 2.5 meters each side (squared). The guard house must have the following specifications:

- Modular prefabricated mobile unit 2.5m by 2.5m.
- Walls chromodek
- Door - chromodek, lockable stable door
- Windows – (4) 900mm x 900mm sliding windows
- Worktop (table) against a wall – 600mm wide

- Aluminium roof
- Electrical – 1 x light switch, Double Fluorescent light, 2 x double plugs and ceiling fan
- Step
- Fixed fire extinguisher
- Two (2) safe sturdy chairs
- fixed first aid box with basic first aid items.

The facility must be maintained at all times and broken items must be replaced within 24 hours of reporting.

Schedule of Deficiency and Penalties

	DEFIENCIENCY	PENALTY
1	Security officer (SO) not posted on duty as agreed upon. (Short posting)	One shift cost deduction (per SO)
2	SO intoxicated/ or under the influence of liquor or drugs.	Permanent removal of SO from Eskom contract duties. Plus the cost of the entire shift.
3	Refusal by SO to comply with lawful instruction.	Permanent removal of SO from Eskom contract duties.
4	Sleeping on duty.	One shift cost deduction (entire shift)
5	Desertion of post by SO	One shift cost deduction (entire shift)
6	Negligent by SO in the performance of their duties	Permanent removal of SO from Eskom contract duties.
7	SO late for duty (tantamount to short posting)	One shift cost deduction (per SO)
8	SO without a functional torch or spot light	One shift cost deduction (entire shift)
9	SO or site without a functional radio or PTT	One shift cost deduction (entire shift)
10	No functional panic button on site only for applicable sites	One shift cost deduction (entire shift)
11	SO not wearing bullet proof vest. Vests worn without plates and wearing of non-level 3 bullet proof vests will be deemed as no bullet proof vest was worn.	One shift cost deduction (entire shift)
12	SO not wearing proper uniform items or uniform is worn out.	One shift cost deduction
13	SO not in possession of a baton or hand-cuffs	One shift cost deduction (entire shift)
14	Unavailability of armed response on call out.	Total shift cost deduction (i.e. the cost for the SOs, vehicle and dog)

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
RO	Reaction Officers
SP	Security Provider

2 Management strategy and start up.

2.1 The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

2.1.1. FIREARMS

- Only Eskom approved firearms namely; 9mm pistols, Rifles and Shot guns may be allowed for usage in terms of this contract. Revolvers are specifically excluded for usage as per this contract.
- Armed Security officers must have competency certificates for the specific firearm in possession thereof.
- Security Service Provider is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Act.
- Only company firearms licensed in the security service providers name may be utilised as per this contract.
- The Security Service Provider must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- Each armed security officer must be provided with two full (ammunition) magazines.
- The service provider must ensure that Security officer's private firearms are not utilised for their business purposes, in terms of this contract.
- Safe handling of firearms during shift changes must be adhered to at all times. The Security Service Provider must ensure that a procedure is put in place to that effect.
- Safes must be provided by the Security Service Provider for the safekeeping of firearms not in use.
- Bullet trappers must be provided for making firearms safe during shift change.

2.1.2. SECURITY OFFICERS (PSIRA Grade B, C & NKP)

- All Security officers must be registered with PSIRA at the required grade.
- Security officers must be in possession of their PSIRA and company I.D card at all times.
- Armed Security officers must possess firearm competency certificates issued by the South Africa Police Service (SAPS) and carry it at all times.
- Armed Security officers must always carry Firearm permits as per the Firearm control Act (FCA).
- Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.
- Armed security officers should have undergone Regulation 21 training and continue to do so for at least once per year.
- Security officers will be expected to sign a declaration of Secrecy, before commencements of their duties in terms of this contract.
- All Security officers must be subjected to a criminal screening process prior to the commencement of the contract and a copy of the results must be placed in their personnel files.

- Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties.
- Security officers should be able to read and write and express themselves well in English.
- Security officers may be required to undergo polygraph testing as and when required.
- Security officers tasked as dog handlers must have been trained at an accredited institution and have appropriate qualification as Dog handlers.
- Security officers expected to perform driving activities as part of their tasks should have undergone an Advance driver training at an accredited institution (18 months prior to the commencement of the contract).
- Security officers will not be allowed to access IT networks registries, communication networks or any sensitive/zoned areas even when responding to alarms.
- Security officers should be trained on the Standard Operating Procedures (SOPs) relevant for their site of deployment and/or be made available for training by Eskom at no additional costs on any process or procedure necessary for them to do their duties. Proof of training must be kept on file and availed to Eskom on request.
- No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction, training and assessments. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this contract at the cost to the Security Service Provider.

2.1.3. SUPERVISION (GRADE B)

Deployed guards must be supervised by a minimum PSIRA Grade B supervisor. The supervisors must ensure that guards deployed at rural/ remote sites or areas with transport challenges are provided with their company transport to assist them to reach the sites. Smaller and remote sites will require a roaming Supervisor as per the regional requirements. The posting of guards is required to be done by the Supervisor at all sites (*the practice of "self-posting" is not permitted*). All equipment must be tested and documented in the OB and deviations corrected during each and every shift change.

2.1.4. TRAINING

All Security personnel deployed in terms of this contract must be trained in accordance with the various applicable legislative requirements such as Private Security Industry Regulatory Authority (PSIRA), and Firearm Control Act (FCA). All Security personnel to comply with continuation and refresher training inters of the FCA.

2.1.5. WORKING TIMES /SHIFTS

- Working times shall be as determined by PSIRA – 48 hours per week and 45 hours per week days for shift workers.
- The security service is required 24 hours a day on a two shift cycle i.e. 06:00 to 18:00 and 18:00 to 06:00.
- A signed off reviewed list of Security officers deployed in terms of this contract must be provided on monthly basis, within 5 days prior to the commencement of the new month.
- The Security Service provider is responsible to ensure that every shift complement is correct as per Eskom's requirement before commencement of a shift.
- The Security Officers will be expected to do a pre-job / daily risk assessment and safety talks before commencement of every shift.

2.1.6. COMMUNICATION

The Security service provider must ensure suitable continuous communication between operational control room and their deployed staff. Either one or more of the following mediums of communications shall be provided by Supplier as per user requirements: base radios, hand-held radios, satellite radio, company contracted cell phones (programmed with all the necessary contact details as per Eskom list) and/or push to talk (PTT).

2.1.7. CONTINGENCY PLANS

The service provider must have contingency plans in place for among others the following:

- Own Strike/Labour unrest amongst own staff.
- Shortage of Manpower due to e.g. absenteeism, sick leave annual leave.
- Equipment Failure e.g. Vehicle breakdown and Communication system.

2.1.8. INCIDENT REPORTING AND INVESTIGATION

- All incidents and response to incidents must be handled according to the relevant Standard Operating Procedure (SOP) and/or work instructions for each site.
- All incidents and response must be immediately (within 15 minutes) reported to the Eskom control room.
- The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities.
- Weekly status reports are to be supplied by the service provider.
- The Security Service Provider is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required.
- All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported within 24 hours and a preliminary investigation report provided within 24 hours as well as a final Incident investigation report within Seven (7) days.

2.1.9. SECURITY REGISTERS

- The Security Service provider will be required to provide with the Occurrence books, Visitors and After-hours register where necessary.
- Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on site.
- Visitors register to be completed daily and filed on site for future reference and pages must be numbered.
- Security Service Provider must ensure that quality registers are provided. Register must remain bonded, with no loose and damaged pages.
- Accurate records of all occurrences are to be kept for a minimum of 12 months (Max 5 years) post the occurrence and should be made readily available to Eskom at any time. The OB's must be handed to Eskom once the contract term is completed or the contract is terminated.

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Bi-Weekly on _Wednesday____ at _10am__	Willowgrange	Contractor and Employer
Overall contract progress and feedback	Monthly on Wednesday____ at __10am__	Willowgrange	<i>Employer, Contractor and __Stability team__</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 Contractor's management, supervision and key people

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

2.3.1. SECURITY OFFICERS (PSIRA Grade B, C)

- All Security officers must be registered with PSIRA at the required grade.
- Security officers must be in possession of their PSIRA and company I.D card at all times.
- Armed Security officers must possess firearm competency certificates issued by the South Africa Police Service (SAPS) and carry it at all times.
- Armed Security officers must always carry Firearm permits as per the Firearm control Act (FCA).
- Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.
- Armed security officers should have undergone Regulation 21 training and continue to do so for at least once per year.
- Security officers will be expected to sign a declaration of Secrecy, before commencements of their duties in terms of this contract.
- All Security officers must be subjected to a criminal screening process prior to the commencement of the contract and a copy of the results must be placed in their personnel files.
- Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties.
- Security officers should be able to read and write and express themselves well in English.
- Security officers may be required to undergo polygraph testing as and when required.
- Security officers should be trained on the Standard Operating Procedures (SOPs) relevant for their site of deployment and/or be made available for training by Eskom at no additional costs on any process or procedure necessary for them to do their duties. Proof of training must be kept on file and availed to Eskom on request.
- No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction, training and assessments. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this contract at the cost to the Security Service Provider.

2.3.2. SUPERVISION (Minimum GRADE B)

Deployed guards must be supervised by a minimum PSIRA Grade B supervisor. The supervisors must ensure that guards deployed at rural/ remote sites or areas with transport challenges are provided with their company transport to assist them to reach the sites. Smaller and remote sites will require a roaming Supervisor as per the regional requirements. The posting of guards is required to be done by the Supervisor at all sites (*the practice of "self-posting" is not permitted*). All equipment must be tested and documented in the OB and deviations corrected during each and every shift change.

2.4 Provision of bonds and guarantees

Not applicable

2.5 Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

See PSIRA documents

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

The Project Manager shall submit to the Contractor a payment certificate, certifying works done. The Contractor shall prepare an invoice with amount identical to payment certificate. The Contractor will then submit his invoice to InvoicesgrpcapitalPDP@eskom.co.za.

Payment will be made within four (4) weeks of receipt of correct invoice.

3.4 Records of Defined Cost

All records will be agreed upon.

2.7 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

Compensation events will be dealt with as prescribed by section 6

2.8 Records of Defined Cost to be kept by the Contractor

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.9 Insurance provided by the Employer

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

See insurance clauses

2.10 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

6. TRAINING

All Security personnel deployed in terms of this contract must be trained in accordance with the various applicable legislative requirements such as Private Security Industry Regulatory Authority (PSIRA), and Firearm Control Act (FCA). All Security personnel to comply with continuation and refresher training inters of the FCA.

2.11 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

2.12 Things provided at the end of the *service period* for the *Employer's* use

2.12.1 Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

2.12.2 Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

All logbooks and registers. Monthly reports. All incident and investigation reports.

2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

Not applicable

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kersemi Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

Health and Safety Plan

I/Wewill prepare and submit Health and Safety Plan before the commencement of the contract.

Life Saving Safety Rules

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Lifesaving safety rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be punished together. There are five cardinal rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life Saving Rules are as follows:

- Rule 1:*Open, isolated, tests, earth, and bond and/or insulate before touch*
- Rule 2:*Hook up at height*
- Rule 3:*Buckle Up*
- Rule 4*Be Sober*
- Rule 5:*Ensure that you have a permit to work*

3.2 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

Number of Incidents

Incident investigations result

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

15. MANPOWER REQUIREMENTS

Eskom requires Three(3) grade C security officers during day shift (06:00 – 18:00) and Four (4) grade C security officers during night shift (18:00 – 06:00) daily including weekends and public holidays for the duration of the contract. There shall be a Grade B supervisor available for supervision during shift changes and any other support required by the onsite security officers. Armed response shall be on standby daily (24 hours) for the duration of the contract.

4.1.2 BBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.1.3 Supplier Development Localisation and Industrialisation (SDL&I)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

3.5 Supplier Development and Localisation (SD&L)

Eskom SOC Limited as an organ of State is required to implement South African Government Policy in a number of areas. SD&L is the South African Government's accelerated shared growth initiative. The initiative has identified Government spending on infrastructure – such as power station construction - as a key area for SD&L intervention and Eskom Holdings Limited is accordingly required to set skills development and local content targets and minimums as key evaluation criteria in tenders that it awards.

Eskom SOC Limited has long had a policy in place regarding procurement from black individuals and companies owned and controlled by black individuals. This policy is number 32-416 "Implementation of Eskom's Black Economic Empowerment Strategy" which is in line with The Codes of Good Practice gazetted by the Minister of Trade and Industry on the 9 February 2007. For the purposes of this tender the targets for black procurement have been set both as part of the SD&L evaluation and as part of commercial evaluation of whether the Contractor meets the Required BEE score. The SD&L requirements only are discussed in this document.

For this tender all tenderers must demonstrate at least a sixty percent (60%) overall SD&L score for their tender to be evaluated. SD&L compliance is given twenty three percent (23%) of the total tender points and as such this is a key evaluation criterion for the tender. A scorecard approach to measuring the SD&L compliance of tenderers is followed and a weighting is given to each aspect of SD&L.

For the purposes of tendering, the tenderer must demonstrate the manner in which the SD&L requirements will be met in due course in an implementation program. If the tender is awarded all SD&L undertakings (the Contractor's SD&L Obligations) must be made by the Contractor at the time of contracting.

SD&L SCORECARD

The SD&L scorecard generally identifies five areas for SD&L evaluation. These are procurement from LBSs, BWOs, SBEs; local content of the tender as a whole; and Skills Development commitments of the *tenderer*. Targets and weighting are set for each.

4.2 Subcontracting

4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

NO SUB-CONTRACTING

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

Not Applicable

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

Not Applicable

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

Not Applicable

4.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

Not applicable

4.3.3 Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

Not applicable

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

Not applicable

4.3.5 Plant & Materials provided “free issue” by the Employer

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the *Contractor*’.

The Employer does not provide any materials to the Contractor.

4.3.6 Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

5 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

5.1 *Employer's* site entry and security control, permits, and site regulations

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

The Works are to provide guarding to the property. The contractor provides all facilities required to carry out the works.

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

See ... above

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

There are no health and safety facilities on the affected property. The contractor must provide all required facilities.

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

See environmental provisions above

5.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

The site will be used by others. Contractor must cooperate with others in carrying out their work.

5.6 Records of *Contractor's* Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

5.7 Equipment provided by the *Employer*

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

The Employer provides no equipment.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

This is a mandatory cross reference from clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

The Employer provides no site services. The contractor must provide all site services and facilities to carry out his work.

5.8.2 Provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

See ... above

5.9 Control of noise, dust, water and waste

State requirements, if any.

Not applicable

5.10 Hook ups to existing works

State any constraints

Not Applicable

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

5.11.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

6 List of drawings

6.1 Drawings issued by the Employer

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title